

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

JULIO ABISLAIMAN

Plaintiff

v.

CIVIL NO. 19-cv-1633 (WGY)

CHRIS DELGATTO AND DELGATTO, INC.

Defendants

FINAL CONSENT JUDGMENT

Plaintiff, Julio Abislaimán, a.k.a. Julio Abislaimán-González, personally and doing business as Joyería Riviera or Riviera Jewelry, represented by his attorneys, filed his Complaint on July 2, 2019. Plaintiffs, Chris Del Gatto and Delgatto, Inc., represented by their attorney, together with Plaintiff, represented by his attorneys, have consented to the entry of this Final Consent Judgment, without trial or adjudication of any issue of fact or law, and without this Final Consent Judgment constituting evidence against or admission by any party with respect to any issue of fact or law, except only if and as otherwise specifically set forth in this Final Consent Judgment;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law, except only if and as specifically set forth herein, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION AND VENUE

1.1. This Court has jurisdiction over the subject matter and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Chris Del Gatto and Delgatto, Inc., jointly and severally, and venue of this action is proper in the District of Puerto Rico.

II. APPLICABILITY

2.1. This Final Consent Judgment applies to Plaintiff, and jointly and severally to Defendants, Chris Del-Gatto, in his personal capacity, and DelGatto, Inc., and to their respective heirs, successors and assigns.

III. PAYMENTS BY DEFENDANTS TO PLAINTIFF

3.1. When the Complaint in this case was filed, Defendants, jointly and severally, owed to Plaintiff the principal sum of one hundred five thousand dollars (\$105,000), which has been reduced to ninety five thousand dollars (\$95,000) as a result of a partial payment of ten thousand dollars (\$10,000) made by Defendants to Plaintiff after the Complaint was filed. At the present time, Defendants owe Plaintiff, jointly and severally, the principal sum of ninety five thousand dollars (\$95,000).

3.2. Defendants, jointly and severally, are hereby ORDERED to pay to Plaintiff the aforesaid principal sum of ninety five thousand dollars (\$95,000), plus interest, as follows:

- 3.2.1. The outstanding principal balance of the aforesaid debt shall earn interest at six per cent (6%) per annum, starting on August 1, 2019 and until full payment thereof.
- 3.2.2. Defendants are ORDERED, jointly and severally, to pay to the order of Plaintiff the aforesaid principal sum of ninety five thousand dollars (\$95,000), plus interest at six per cent (6%) per annum on the outstanding principal balance thereof, in monthly installments of five thousand dollars (\$5,000) each, commencing on September 1, 2019 and continuing on the first calendar day of each calendar month thereafter, until full payment thereof.
- 3.2.3. The aforesaid monthly installments shall be applied first to accrued unpaid interest, and the balance of each payment, after all accrued interest are paid, shall be credited to the outstanding principal sum owed.
- 3.2.4. Payments in excess of five thousand dollars (\$5,000) per month may be made at any time at the sole discretion of Defendants, without any prepayment penalty, and said excess payments shall be credited, first, to then accrued interest, and, thereafter, to principal.
- 3.2.5. If (i) any monthly installment is not received by Plaintiff on or before the fifth (5th) calendar day of each month, starting in September, two thousand nineteen (2019); (ii) Plaintiff notifies Defendants and their legal counsel in writing, by email to MSchwarz@SSG-Law.Com and facsimile to 914.644.8300, of the delay; and (iii) the payment is not received by Plaintiff within five (5) calendar days after Plaintiff's notice to Defendants

and their legal counsel, then, and in such events, the entire principal balance of the debt, plus then accrued unpaid interest, shall mature and become immediately due and payable.

- 3.3. All payments by Defendants to Plaintiff pursuant to this Final Consent Judgment shall be made by certified or manager's checks to the order of Plaintiff, or by electronic wire transfer, as per written instructions by Plaintiff.
- 3.4. If Defendants default in the punctual compliance with their joint and several obligations hereunder, and Plaintiff uses the services of a lawyer to enforce his rights hereunder, then, and in that event, Defendants, jointly and severally, shall be liable to pay to Plaintiff a lump sum equal to ten per cent (10%) of the outstanding principal balance then due pursuant to this Final Consent Judgment, for the reasonable legal fees and expenses incurred by Plaintiff in enforcing its rights under this agreement.
- 3.5. All obligations of Defendants hereunder shall be joint and several obligations of Chris Del Gatto, in his personal capacity, and of Delgatto, Inc.

IV. CANCELLATION OF AGREEMENT

- 4.1. Effective as of August 1, 2019, the Agreement entered into by and between Plaintiff and Defendants on or about September 9, 2017, of which a copy is attached to the Complaint in this case and made a part thereof as Exhibit 1, is revoked and cancelled.

V. FINAL CONSENT JUDGMENT

- 5.1. As stipulated and agreed by Plaintiff and Defendants, this Final Consent Judgment shall be firm, final and not subject to reconsideration, review or appeal.

VI. JURISDICTION RETAINED

6.1. Jurisdiction is retained by the Court for the purpose of enforcing, if necessary, the provisions of this Final Consent Judgment.

VII. COSTS AND ATTORNEYS' FEES

7.1. Except only as set forth in Section 3.4, *supra*, each party to this litigation shall bear its own costs and attorneys' fees associated with this litigation.

VIII. MISCELLANEOUS

8.1. Nothing in this Final Consent Judgment shall relieve Plaintiff or Defendants of their respective obligations to comply with applicable state, commonwealth, and federal law.

SO ORDERED this 22 day of August, 2019.

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

JULIO ABISLAIMAN

Plaintiff

v.

CIVIL NO. 19-cv-1633 (WGY)

CHRIS DELGATTO AND DELGATTO, INC.

Defendants

STIPULATION

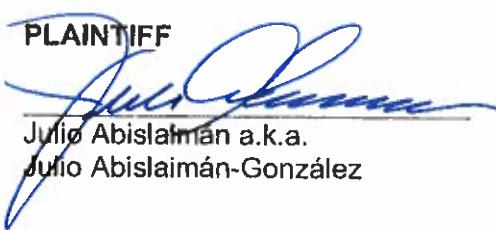
It is hereby stipulated by and between the undersigned parties and their respective attorneys that:

1. The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the District of Puerto Rico.
2. The parties consent that a Final Consent Judgment in the form hereto attached may be issued, filed and entered by the Court, in full settlement of this case.

3. Without admitting liability, Defendants nevertheless agree to be jointly and severally bound by the provisions of the aforesaid proposed Final Consent Judgment pending its approval by the Court and thereafter.
4. The proposed Final Consent Judgment shall be firm and final upon its issuance, filing and entering by the Court, and it shall not be subject to reconsideration, review or appeal.
5. This Stipulation may be executed in counterparts, and once all the appearing parties and their respective attorneys have executed at least one counterpart, all counterparts shall constitute one single agreement.

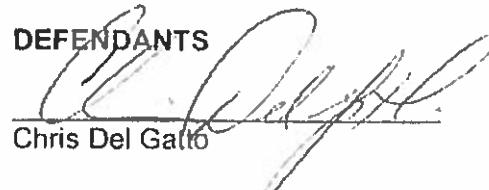
Dated: August 28, 2019.

PLAINTIFF



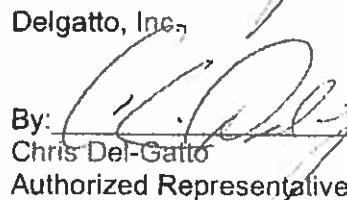
Julio Abislaiman a.k.a.
Julio Abislaimán-González

DEFENDANTS



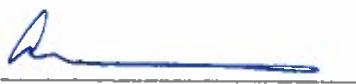
Chris Del Gallo

Delgatto, Inc.

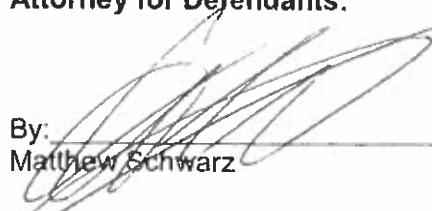
By: 
Chris Del-Gallo
Authorized Representative

Attorneys for Plaintiff:

PUJOL LAW OFFICE, PSC
(Counsel for Plaintiff)
P.O. Box 363042
San Juan, Puerto Rico
Tel.: (787) 724-0900
Fax: (787) 724-1196

By: 
Francisco Pujol
RUA NO. 11,883
DSDC NO. 212706

Attorney for Defendants:

By: 
Matthew Schwarz

Email: fpujol@pujollawpr.com

By:

Walter P. Lebrón, Esq.
RUA NO. 20,673
USDC NO. 305901

Email: wlebron@pujollawpr.com

VICENTE & CUEBAS
(Co-Counsel for Plaintiff)
P.O. Box 11609
San Juan, Puerto Rico 00910-1609
Tel.: (787) 751-8000
Fax: (787) 756-5250

By: Harold D. Vicente-Colón
Harold D. Vicente-Colón
RUA NO. 11,303
DSDC NO. 211805
Email: hdvc@vclawpr.com